



# Providence Place HOA, Inc.

*Your Community, Our Commitment*

Welcome to Providence Place!

We welcome you to one of the most uniquely diverse HOA communities in the City of South Fulton. Only minutes away from Hartsfield Jackson International Airport as well as downtown Atlanta, we take great pride in our community to protect our investments. Our community is gated to deter crime, has elegant landscaping to maintain the overall appearance of the community, live surveillance cameras found in the common areas and throughout the community, and an active community that looks out for one another!

To help you get better acclimated with our community, we encourage you to visit our website [www.providenceplacehoa.com](http://www.providenceplacehoa.com). This document serves to answer your most asked questions but is not a substitute for reading the governing documents of the community in its entirety. In addition, completing & signing the Home Occupancy Status Affidavit acknowledges the rule The Board of Directors put in place to define "Family" in regards to Leasing.

Please sign all pages and return to the Board of Directors. Once received, we will add your contact information to the call box. Again, we welcome you to Providence Place and are here for you every step of the way.

Warm Regards,

*Providence Place Board of Directors*



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## Frequently Asked Questions

### 1. How do I obtain a device for the Gate/change my contact information in the callbox?

All new homeowners receive (1) remote that was paid for at closing. All additional remotes, for both new and existing homeowners, cost \$60. Any name or number changes to the call box cost \$25 (excluding new homeowners). Please log into the portal and make a payment for these services. Once processed, please send a screenshot of the confirmation number to the Board. Please allow 48-72 hours for your request to be processed.

### 2. When is Trash Day?

Trash Day runs weekly on Thursday. Trash Cans cannot be pulled to the curb no earlier than Wednesday Evening and you have until Thursday evening to move the trash bins from the pick-up area and store them out of sight. Violators are subject to a fine of \$50 per occurrence. The City of South Fulton also offers free Bulk-Trash Pick up the 4<sup>th</sup> Monday of each month, but there are exceptions to what they will take and they request that you submit an form online. For full details, please view their website. <https://www.cityofsouthfultonga.gov/2565/Solid-Waste>

### 3. What are some typical violations issued by the Association and what are the fine amounts?

The following are the most common violations but not a complete list. Please review the governing documents for a complete list a violation in the community.

- Parking- \$50 per car & per occurrence
- Tailgating- \$150 per occurrence + cost of repairs if any damage to gate/barrier arm.
- Trash Cans- \$50 per day
- Pet Waste/Dog off Leash- \$50 per occurrence
- Nuisance \$150 per occurrence.
- Illegally Leasing- \$500 per month (in violation)

For an Complete List of Violation fine amounts, please submit your request via email to the Board of Directors.

### 4. How can I get my mailbox key or get the locks changed?

It's common for new homeowners to receive their mailbox key from the previous owner. However, if this is not the case, you can get your mailbox key changed in one of three ways:

1. Pay \$35 on the community portal and our Community Administrator will change it for you.
2. Reach out to the local Post Office to change your lock (Pricing will need to be verified with USPS).
3. Hire a locksmith to make the change.

**Your mailbox number will be released when you meet for New Owner Orientation.**



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## **5. What is Tailgating?**

Tailgating is driving too close behind a vehicle to gain access into the community. This means driving in without properly gaining access such as using an access device or gate is opened from the visitor call box. Security of the Residents is our top priority, and we handle tailgating matters very seriously. Any owner, resident, guest, or invitee who is caught tailgating will cause fines to be assessed to the Unit. In the event, there is damage done to the gate or any of its components, repair costs will also be assessed in addition to the \$150 occurrence tailgating fee.

## **6. When are the assessments due?**

Assessments are due on the 1<sup>st</sup> of each month & your account becomes delinquent if not paid by the 10<sup>th</sup>. If your account becomes delinquent, your unit is subject to collection efforts and having your water shut off. Water shut offs occur mo. If your water is disconnected, you will have to cure the entire balance.

## **7. Who is our Management Company**

Sentry Management is our Management company and we are an Accounting Only client with them. Their contact number is 770-389-6528 and their address is 303 Corporate Center Dr. #300A Stockbridge, GA 30281.



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## Home Occupancy Status Affidavit

I, \_\_\_\_\_, owner of home address and being of legal age, make the following statement and declare that, on my own personal knowledge, they are true: (please check in accordance to current status)

I, the owner, reside in the home full time.

I, the owner, reside in the home part time and the home is vacant in my absence.

The home is currently occupied by a family member.

The home is currently leased.

The home is vacant.

Other (Please Explain further)

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**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Home Address:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Hiram Office**  
5604 Wendy Bagwell Parkway,  
Suite 923  
Hiram, GA 30141  
Office: 770-489-5122  
Fax: 678-391-8519



**McDonough Office**  
(by appointment only)  
330 Griffin Street  
McDonough, GA 30253  
Office: 770-489-5122  
Fax: 678-391-8519

August 4, 2023

Sent Via Regular Mail and Email

**ATTN: Providence Place Homeowners**

**RE: NOTICE OF BOARD MEETING SCHEDULE**

Our firm represents the Providence Place Homeowner's Association ("Association"). In accordance with the Bylaws of Providence Place Homeowners Association, Inc. ("Bylaws"), this letter shall serve as notice for the remaining Board meetings for 2023 and notice of the regular schedule for all future Board meetings. The 2023 Board meetings shall take place on the following dates:

August 31, 2023 7:00pm- 8:00pm

October 5, 2023 7:00pm – 8:00pm

Beginning in January 2024, Board meetings shall be regularly held on the 2<sup>nd</sup> Monday of January, April, July and October from 7:00pm- 8:00pm.

All Board meetings, including the 2023 Board meetings, will be held via zoom, again, unless otherwise notified by the Board of Directors.

Members can join the meeting by entering or clicking the following website

<https://us06web.zoom.us/j/83511881993?pwd=K3FVb285eDRCc0FkeUlzcXNOUXI2dz09>

Or by entering the following meeting number and passcode on <https://zoom.us/>

Meeting ID: 835 1188 1993

Passcode: 101506

Please note that, in accordance with Article 3, § 3.14 of the Bylaws, while Board meetings are open to all members, only directors may participate in any discussion or deliberation unless a non-director member is given express authorization by the Board to participate. Further, in accordance with Article 3, § 3.15 of the Bylaws, the Board of Directors may adjourn a Board meeting and reconvene for Executive Session to discuss "personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature".



Christina A. Brown  
Attorney, Dunlap Gardiner, LLP

**PROVIDENCE  
PLACE**

**Providence Place HOA Board of Directors  
2555 Flat Shoals Road #3507  
Atlanta, Georgia 30349  
www.providenceplacehoa.com**

**HOMEOWNER LETTER**

**VIA CERTIFIED MAIL**

Date: May 11, 2021

Dear Homeowner:

The Board of Directors worked with our representing Attorney, Dunlap & Gardiner on the attached Leasing Restriction document. This document outlines what classifies as "family" and what is exempt. This pertains to any homeowner who is: (1) currently leasing their home to a family member or (2) are considering doing such. Please review the document thoroughly and if you have any questions, please feel free to reach out to the board at

**providenceboard@gmail.com**

**This Document is active and enforceable as of May 11, 2021.**

Respectfully,

The Board of Directors

**Rules and Regulations Pertaining to**  
**Lease Restrictions Within Providence Place**

**WHEREFORE**, the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Providence Place (hereafter the Declaration of Covenants), governed by the Providence Place Homeowners Association, Inc. and its related Bylaws provide that the Board of Directors shall have the authority to make and amend rules and regulations and imposing sanctions for violations thereof including without limitation, self-help and reasonable monetary fines;

**WHEREFORE**, the Association, acting through its Board of Directors has determined that certain Rules and Regulations Pertaining to Lease Restrictions are necessary for the maintenance of the community-wide standard in order to preserve and enhance the values of the properties within the Providence Place subdivision;

**WHEREFORE**, the Covenants provide:

Article 8.1. Leasing. In order to protect the equity of the individual Members, to carry out the purpose for which the Association was formed by preserving the character of the Community as a homogenous residential community of predominantly owner-occupied homes and by preventing the Community from assuming the character of a renter-occupied neighborhood, and to comply with the eligibility requirements for financing in the secondary mortgage market insofar as such criteria provide that the project be substantially owner-occupied leasing of Units shall be governed by the restrictions imposed by this Article. Except as provided herein, the leasing of Units shall be prohibited.

Article 8.2.1 Leasing means regular, exclusive occupancy of a Unit by any person(s) other than the Owner for which the Owner received any consideration or benefit, including but not limited to, a fee, rent, gratuity or emolument. For purposes hereof the following shall not constitute leasing: (i) occupancy by a roommate of an Owner Occupant; (ii) occupancy by a member of the Owner's family, (iii) occupancy by one or more wards if the Unit is owned by their legal guardian, or (iv) occupancy by one or more beneficiaries of a trust if the Unit is owned in trust by the trustee.

**NOW THEREFORE**, the Board of Directors has, this 11 day of May, 2021 adopted the following Rules and Regulations Pertaining to all Lots, Owners, Members, Occupants, Lessees and Other persons within Providence Place which are binding on all Owners, Members, Occupants, Lessees, and other persons with their agents and assigned and are effective immediately:

1. Family. For the purposes of Leasing, "family" means immediate family: parents, siblings, children, and spouses.
2. Family exemption. It shall not be considered leasing where occupancy of the Unit is by a member of the Owner's immediate family, i.e., parents, siblings, children, and spouses. All other family members do not fall under the family exemption, and occupancy by such family members will constitute leasing and subject the property to the leasing restrictions set forth in the Covenants, Bylaws, and rules and regulations of the Association.
3. Board Discretion. Owners shall provide documentation demonstrating the Occupant(s) fall under the Family Exemption to Leasing, as the Board may reasonably require.

Any violation of the above-listed Rules and Regulations, shall be enforceable in the sole discretion of the Board of Directors by the use of reasonable monetary fines, the use of Self-Help, or as otherwise described in the Declaration and Bylaws.

This Rule is supplemental to the Covenants and Bylaws and does not modify in any way the existing Declaration of Covenants. Please refer to the Declaration of Covenants and Bylaws for additional restrictions/standards.

IN WITNESS WHEREOF, the undersigned Directors have executed and adopted this Rule and Regulation on this 11 day of May, 2021.

THE FOLLOWING OFFICER CERTIFIES THAT THIS RULE AND REGULATIONS WAS APPROVED BY MAJORITY VOTE OF THE BOARD OF DIRECTORS:

Josha W. Winkler

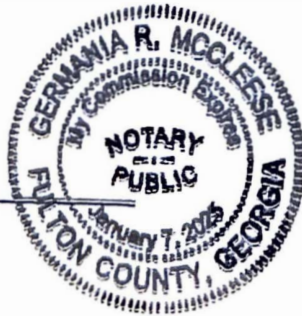
President

Sworn and subscribed to before me this

11 day of May, ~~2020~~ 2021

Germania R. McCleese

Witness







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## ELECTRONIC ACCESS DEVICE REGISTRATION FORM

**\*\*\* Only a total of three access devices will be issued per unit. \*\*\***

**Devices will not be mailed locally.**

The cost to purchase access cards is **\$60 per remote.**

**The cost to change any information (names, numbers, etc.) in the system is \$25 for each change made.**

### HOMEOWNER INFORMATION

Name of Homeowner: \_\_\_\_\_ Owners EMAIL: \_\_\_\_\_  
\_\_\_\_\_ Street address of Resident: \_\_\_\_\_ Unit: \_\_\_\_\_  
\_\_\_\_\_ Alternate Address: \_\_\_\_\_  
Phone Number (**FOR CALL BOX**): \_\_\_\_\_

### RENTER INFORMATION

Name of Renter: \_\_\_\_\_ Renter EMAIL: \_\_\_\_\_  
Street address of Resident: \_\_\_\_\_  
Alternate Address: \_\_\_\_\_  
Phone Number (**FOR CALL BOX**): \_\_\_\_\_

Please select which access device (s) you are requesting:

Remotes \_\_\_\_ How many needed: \_\_\_\_

If you are renting or leasing this property, this form needs to be signed by both, homeowner and renter/lessee, along with a copy of both owner and renter/lessee driver's license. Also, a copy of the lease agreement and management agreement (if applicable) must accompany the form.

The Electronic Access Device is for Providence Place Residents use. I agree to pay a \$60 fee for remotes and replacement remotes. Additionally, I agree to abide by the rules and regulations established by the Providence Place Board of Directors regarding the use of the Electronic Access Device. I acknowledge responsibility for the behavior of each person provided an Access Device by me. The homeowner will be responsible for the use of these devices and for those who use them, this includes any vandalism and damage to the gate. Prior to issuing any device to a renter, Board approval is required.

Signed: \_\_\_\_\_  
Owner

Signed: \_\_\_\_\_  
Renter/Lessee

**PROVIDENCE PLACE HOMEOWNERS ASSOCIATION, INC.**

Unit # \_\_\_\_\_

**SECTION A: OWNER INFORMATION**

Owner Occupied:    Yes    No    \*IF YOU ANSWERED "NO" GO TO SECTION B BELOW

Owner Name: \_\_\_\_\_

Primary Phone # \_\_\_\_\_ (home/mobile/work) \*circle one

Alternate Phone # \_\_\_\_\_ (home/mobile/work) \*circle one

E-mail Address: \_\_\_\_\_

Mailing address if different than Providence Place address:

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**SECTION B: RENTER INFORMATION**

\*A copy of the executed Lease must be provided to the Association\*

Renter Name: \_\_\_\_\_

Primary Phone # \_\_\_\_\_ (home/mobile/work) \*circle one

Alternate Phone # \_\_\_\_\_ (home/mobile/work) \*circle one

E-mail Address: \_\_\_\_\_

**SECTION C: ALL OCCUPANTS**

Names of the Occupants of the Unit (please indicate if he/she is an adult or child):

_____	_____
_____	_____
_____	_____

Make, Model, Color and License Plate # of all the Occupants Vehicles:

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I \_\_\_\_\_, owner of 2555 Flat

Shoals Road Unit \_\_\_\_\_ Atlanta, Georgia 30349, confirm that I have received the New

Owner Packet which included the following documents:

- The Electronic Access Form
- The Homeowner Occupancy Affidavit
- Dunlap & Gardiner Family Exception Rule regarding Leasing
- Frequently Asked Questions
- Open Board Meeting Notice

I also confirm that I will review the governing documents of the community, in its entirety, within the next 60 days and know that I can find those documents on the Communities website [www.providenceplacehoa.com](http://www.providenceplacehoa.com) under the Community Documents Section and that a copy has been provided to me via email.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address